



**REGIONAL DISTRICT
of Fraser-Fort George**

CONTRACT NO. ES-15-09

**2015 LEACHATE FORCE MAIN
FOOTHILLS BOULEVARD REGIONAL LANDFILL**

XCG CONSULTANTS LTD.
Consulting Engineers
10455 84th Avenue
Edmonton, AB T6E 2H3

REGIONAL DISTRICT OF
FRASER-FORT GEORGE
155 George Street
Prince George, BC V2L 1P8



TABLE OF CONTENTS

INVITATION TO TENDER.....	1
INSTRUCTIONS TO TENDERERS	3
1. TENDER DOCUMENTS	3
2. ACKNOWLEDGEMENT LETTER	4
3. INTRODUCTION AND BACKGROUND	4
4. PURPOSE	4
5. CLOSING DATE AND OPENING OF TENDERS	4
6. TENDER SUBMISSIONS	4
7. REGIONAL DISTRICT'S RIGHT TO REJECT TENDER	5
8. SECURITY DEPOSIT	5
9. PROOF OF ABILITY	5
10. DISCREPANCIES OR OMISSIONS.....	6
11. EXAMINATION OF CONTRACT DOCUMENTS AND SITE	6
12. MANDATORY PRE-TENDER SITE MEETING	6
13. LOCATION OF SITE.....	7
14. BID PRICES.....	7
15. START AND DURATION OF CONTRACT.....	7
16. TENDER FORMAT	7
17. EVALUATION OF TENDERS AND AWARD OF CONTRACT.....	8
18. LICENSES, PERMITS AND INSURANCE	9
19. WORKSAFEBC	9
20. INDEMNITY	9
21. PAYMENT.....	9
22. SCOPE OF WORK	10
23. APPENDICES.....	10
24. OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION	10
25. INSURANCE.....	11
ACKNOWLEDGEMENT LETTER.....	13
BIDDER CHECKLIST	14
TENDER FORM	15
TENDER FORM SUMMARY	17
INVITATION TO TENDER FORM.....	18
SCHEDULE OF PRICES.....	19
SCHEDULE OF ADDITIONAL UNIT PRICES	20
PRELIMINARY CONSTRUCTION SCHEDULE	21



EXPERIENCE OF SUPERINTENDENT	22
LIST OF SUB-CONTRACTORS.....	23
TENDERER'S EXPERIENCE IN SIMILAR WORK.....	24



INVITATION TO TENDER

The Regional District of Fraser-Fort George invites tenders for the construction of leachate force main at the Foothills Boulevard Regional Landfill. The scope of work includes:

1. Supply and install force main, isolation valves, restraint blocks, cleanouts, air release valve manhole, check valve manholes and connection to existing sanitary sewer gravity main;
2. Supply and installation of instrumentation vault;
3. Supply and installation of leachate recirculation force main bypass and isolation valve;
and
4. Restore roadways, ditching, and landscaping.

Four (4) complete copies of your Tender must be submitted in a sealed package marked "**Invitation to Tender ES-15-09, 2015 Leachate Force Main, Foothills Boulevard Regional Landfill**" to be received by:

General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

up to **2:00 p.m. on Thursday, August 27, 2015**. Responding tenderers must have their name and full mailing address clearly marked on the outside of the Tender envelope. Tenders will be opened in public at 2:15 p.m. on Thursday, August 27, 2015, at the Regional District office.

To be considered, tenders must be signed by an authorized signatory of the Tenderer. By signing the Tender, the Tenderer is bound to statements made in response to this Invitation to Tender ("ITT"). Any tender received by the Regional District that is unsigned will be rejected.

Tender documents may be obtained on, or after, Monday, August 10, 2015:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca,
- B) On BCBid website at www.bcbid.gov.bc.ca, or
- C) In a hard copy format on or after Monday, August 10, 2015 from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, B.C. between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory Holidays. The cost for each hard copy Invitation to Tender package is fifty dollars (\$50) (GST included) and is non-refundable.

A complete set of construction drawings for the entire project is included with the tender package and will be available in hard copy after August 10, 2015 from the Service Centre, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays.

A mandatory site meeting will be held for all prospective Tenderers. The meeting is scheduled for 1:00 p.m. on Monday, August 17, 2015, at the Foothills Boulevard Regional Landfill, 6595 Foothills Boulevard, Prince George BC. Tender submissions received from any Tenderer who did not attend the mandatory site meeting will be rejected.



The lowest, or any tender, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Tenders. Tenders submitted by fax, electronically, or not in original Regional District format will NOT be accepted. Late tenders will not be accepted and will be returned, unopened, to the Tenderer.

All questions relating to this project must be directed to:

Technical Inquiries:

Michel Lefebvre
Senior Project Manager
XCG Consultants Ltd.
10455 – 84th Avenue
Edmonton, AB T6E 2H3
Phone: (780) 432-5770
Email: michel@xcg.com

General Inquiries:

Petra Wildauer
General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Phone: (250) 960-4483
Email: pwildauer@rdffg.bc.ca



INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
INVITATION TO TENDER ES-15-09
2015 LEACHATE FORCE MAIN
FOOTHILLS BOULEVARD REGIONAL LANDFILL

Tenders not submitted in strict accordance with these instructions, or not complying with the requirements identified in the document may be rejected. Tenders must be signed by a person with authority to do so. Unsigned tenders will be rejected.

1. TENDER DOCUMENTS

Invitation to Tender Documents may be obtained on, or after, Monday, August 10, 2015:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca , or
- B) On BCBid@ website at www.bcbid.gov.bc.ca, or
- C) In a hard copy format on or after Monday, August 10, 2015, from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, B.C. between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy Invitation to Tender package is fifty dollars (\$50) (HST included) and is non-refundable.

A complete set of construction drawings for the entire project is included with the tender package and will be available in hard copy after August 10, 2015 from the Service Centre, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays.

It is the sole responsibility of the Tenderer to ascertain that they have received a full set of Invitation to Tender documents. Upon submission of their bid, the Tenderer will be deemed conclusively to have been in possession of a full set of Invitation to Tender documents.

Inquiries relating to this Tender must be in writing and directed to:

Technical Inquiries:

Michel Lefebvre
Senior Project Manager
XCG Consultants Ltd.
10455 – 84th Avenue
Edmonton, AB T6E 2H3
Phone: (780) 432-5770
Email: michel@xcg.com

General Inquiries:

Petra Wildauer
General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Phone: (250) 960-4483
Email: pwildauer@rdffg.bc.ca



2. ACKNOWLEDGEMENT LETTER

Upon receipt of this document, a potential Tenderer will sign one copy of the Acknowledgement Letter and mail or fax the signed Acknowledgement Letter to the attention of Petra Wildauer, General Manager of Environmental Services.

A Tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a Tender.

Any Tenderer who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

3. INTRODUCTION AND BACKGROUND

Foothills Boulevard Regional Landfill (Site) operations are carried out under an Operational Certificate issued by the Ministry of Environment on October 31, 2005. The Site is authorized to manage recyclable material and municipal solid waste originating from within the Regional District of Fraser-Fort George.

4. PURPOSE

The purpose of this project is to undertake connection of the leachate collection system at the Foothills Boulevard to the City Sanitary Sewer gravity main at the intersection of West Austin Road and Heather Road.

5. CLOSING DATE AND OPENING OF TENDERS

Sealed tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd Floor, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Thursday, August 27, 2015 to be opened in public on Thursday, August 27, 2015 at 2:15 p.m. in the Regional District Office.

6. TENDER SUBMISSIONS

Tenderers will complete pages 14 through 24, provide a start to completion work plan and submit 4 copies of these pages in a **sealed envelope**. **The following information must be written on the outside of the sealed envelope containing the tender submission:**

- i) Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- ii) REGIONAL DISTRICT OF FRASER-FORT GEORGE
INVITATION TO TENDER ES-15-09
2015 LEACHATE MANAGEMENT SYSTEM
FOOTHILLS BOULEVARD REGIONAL LANDFILL
- iii) Responding Organization's name and address.

Tenders submitted by fax, electronically or not in original Regional District format will not be accepted. Any Tender received after the closing date and time Thursday (August 27, 2015 at 2:00 p.m.) will be considered disqualified and will be returned unopened to the Tenderer.



7. REGIONAL DISTRICT'S RIGHT TO REJECT TENDER

The Regional District reserves the right to reject any and all Tenders; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in Tenders, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District.

No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a bid, a Tenderer agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its bid for matters relating to the Contract or in respect of the competitive process, and the Tenderer, by submitting a bid, waives any claim for loss of profits if no agreement is made with the Tenderer.

If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the Tender.

The Regional District reserves the discretion to reject any tender submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a tender submitted by a bidder who is an individual person, where that individual) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting this tender the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the right to reject any Tender submitted by a Tenderer that is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

8. SECURITY DEPOSIT

A certified cheque, bank draft or money order in the amount of Forty Thousand Dollars (\$40,000) in Canadian funds must accompany the Tender. This security deposit will be returned to all unsuccessful bidders within sixty (60) days of Tender opening and to the successful bidder when a contract has been executed. Failure of the successful bidder to execute the contract upon award by the Regional Board will result in forfeiture of the Forty Thousand Dollars (\$40,000) Security Deposit.

9. PROOF OF ABILITY

Tenderers will be competent in the field of municipal infrastructure works and capable of performing the work. Tenderers will be required to provide evidence of previous experience directly comparable to this project and financial responsibility before the contract is awarded.

A complete list of Sub-Contractors, which the Tenderer will make available for the completion of the contract, will be included with each Tender.



10. DISCREPANCIES OR OMISSIONS

Tenderers finding discrepancies or omissions in the specifications or any other documents herein, or having any doubts on the meaning or intent of any part thereof, should immediately request in written form, either by fax, by Email or by mail, clarification from Michel Lefebvre, Senior Project Manager, XCG Consultants Ltd. Upon receipt of the written request for clarification, Michel Lefebvre, Senior Project Manager, XCG Consultants Ltd., will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the Contractor's risk.

Addenda and Amendments issued during the time of Tendering will be signed by the Contractor and included with the Tender and will become a part of the Tender documents.

11. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

The Contractor will satisfy themselves as to the practicability of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.

The Contractor will examine the site and its surroundings and, before submitting their Tender will satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means of access to the site, the accommodation they may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

The Contractor will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the prices stated in the Schedule of Prices. These prices will cover all their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the Supply of all labour, equipment, material, supervision, services, taxes and assessments, together with the Contractor's overhead and profit, except where otherwise provided elsewhere in this Contract.

12. MANDATORY PRE-TENDER SITE MEETING

A mandatory site meeting will be held for all prospective Tenderers. The meeting is scheduled for 1:00 p.m. on Monday, August 17, 2015, at the Foothills Boulevard Regional Landfill, 6595 Foothills Boulevard, Prince George BC. A representative of the Regional District will provide an overview of the contract expectations and be available for questions pertaining to the Tender package. The purpose of this meeting is for the Tenderer to satisfy themselves as to the nature of the work, in general, to clarify their understanding of the scope of work, determine dimensions and to have clarified any questions regarding the attached Drawings and Specifications forming part of this Tender, and any other circumstances which may influence their Tender submission.

Tender submissions received from any Tenderer who did not attend the mandatory site meeting will be rejected.

The Regional District will not, under any circumstance, make accommodations for rescheduling, or holding an additional site meeting or provide individuals access to the site.



13. LOCATION OF SITE

The Site is located in the northwest portion of the City of Prince George, British Columbia at 6595 Foothills Boulevard, northwest of the intersection with West Austin Road as shown on the Drawings included in Appendix B.

14. BID PRICES

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of Tender opening August 27, 2015, unless otherwise stated by the Regional District.

Tenders will be evaluated as per Section 17: EVALUATION OF TENDERS AND AWARD OF CONTRACT.

Except as expressly and specifically permitted in this Invitation to Tender, no Tenderer shall have any claim for compensation of any kind whatsoever against the Regional District, its elected officials, officers, employees, agents or professional consultants as a result of the participation in the Tendering process by that or any other Tenderer, including not limited to:

- a. a claim that the Regional District has awarded a Contract other than in accordance with the terms of this Invitation to Tender;
- b. a claim that the Regional District has breached any term or condition of this Invitation to Tender including but not limited to a duty of fairness or any other implied term or condition that governed the Tender process;
- c. a claim that the Regional District has awarded a Contract to a Tenderer whose Tender does not comply with the requirements of this Invitation to Tender.
- d. a claim that the Regional District has awarded a Contract to a person who was not eligible to participate in this Tender process;

and by submitting a Tender each Tenderer shall be deemed to have irrevocably agreed that it has no such claim or claims.

15. START AND DURATION OF CONTRACT

The Contract will begin on September 25, 2015 and the Contract will remain in force until project completion. Construction will commence upon award and signing of the contract as laid out in Part 1 of the Tender.

A construction start date will be mutually agreed upon by the Regional District and the Contractor. Once construction works begin on-site, they will continue without interruption until project completion, on or before November 20, 2015 or a later date as agreed upon by the Regional District and the Contractor.

16. TENDER FORMAT

Tenderers are asked to respond in a similar manner and submit **four (4) complete copies** of the Tender. The following format and sequence shall be followed in order to provide consistency in Tenderers' response and to ensure each Tender receives full and complete consideration.

- a) Tenderers will complete pages 14 through 24,
 - Tender form – signed by person with authority to do so.
 - The list of Sub-Contractors: to include Sub-Contractor's legal name and the work to be performed by the Sub-Contractor.
 - Tenderer's experience in similar work: a minimum of three references required, to include a brief description of projects similar in size and scope to this Invitation to



Tender, along with the corresponding contact names and phone numbers for reference checks.

- The Schedule of Prices: to include section pricing before taxes, and a final total (GST excluded).
 - The Schedule of Additional Unit Prices
 - Invitation to Tender to include contract Tender price, Tenderer’s name, address, telephone number, signature of person in authority, GST Tax Registration Number, and WorkSafeBC Registration Number.
- b) A start to completion work plan: to include start of construction and completion dates and milestone dates for completion for the major components of this project.
- c) Additional information that the Tenderer may choose to provide.
- d) Addenda and Amendments issued during the time of Tendering must be signed by the Contractor and included with the Tender and will become a part of the Tender documents.

17. EVALUATION OF TENDERS AND AWARD OF CONTRACT

The following criteria will be used to evaluate the Tenders received.

17.1 Tender Evaluation Methodology

(a) Proven, successful experience in providing similar works	20%
(b) Acceptability of reference checks	10%
(c) Preliminary Construction Schedule	10%
(d) Price	60%
TOTAL	100%

17.2 Price evaluation shall include the sum of the “Schedule of Prices” and “Schedule of Additional Unit Prices” as per the “Tender Form Summary”. Quantities associated with the “Schedule of Additional Unit Prices” shall be used to calculate the Total Bid Price in the “Tender Form Summary” only. The value of the contract will be the “Schedule of Prices” only.

17.3 The Contractor will have seven (7) calendar days to provide documentation verifying required Insurance coverage and WorkSafeBC coverage upon notification that the Regional District has accepted its Tender.

17.4 The Contract Form and General Conditions which will be utilized will be CCDC 4-2011 Unit Price Contract, available at www.ccdc.org.

17.5 Award of Contract

The Award of Contract is expected to be made no later than **September 18, 2015**.

For the purposes of this Tender, the Contract will become effective on **September 25, 2015**.

The Regional District, in its sole judgement, may delay the Award of Contract date as deemed appropriate by the Regional District.



18. LICENSES, PERMITS AND INSURANCE

- 18.1 The Contractor shall obtain all licenses, permits, approvals, and insurance required under the laws of the Province of British Columbia with regard to its own activity under this Contract. The Contractor shall be registered under the *Workers' Compensation Act*.
- 18.2 The Contractor shall save harmless the Regional District from any liability and the Contractor shall have and maintain commercial general liability insurance coverage in the amount of Five Million (\$5,000,000) dollars per occurrence as a minimum and the Regional District shall be identified as an Additional Insured on the Contractor's insurance policy.
- 18.3 The Contractor shall, for itself and for its employees, assume all risk of accidents, damage, injury or loss resulting from any cause whatsoever in the performance of work.

19. WORKSAFEBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide its WorkSafeBC number and will keep current all assessments required to be paid in relation to the Contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work and every six (6) months thereafter during the term of the Contract.

Where the Contractor may not be eligible for WorkSafeBC coverage, the Contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.

20. INDEMNITY

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officers, agents, servants, and employees from and against all actions, claims, demands of any kind, description and all such actions, causes of actions, claims and demands recoverable by any third party from the Regional District or the property of the Regional District, shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing.

21. PAYMENT

- 21.1 Payment will be made within thirty (30) days of the Engineer approving the invoice.
- 21.2 Each progress payment claim is subject to a 10% hold back. All claims must be accompanied by supporting documentation as to its completion and proof of passing all required inspections.
- 21.3 The Regional District will inspect the work before making payment.
- 21.4 The Regional District will withhold 10% of the total payment due under the Contract as a performance assurance holdback. The holdback will be released to the Contractor once the following two conditions have been satisfied:
1. The work has been completed to the satisfaction of the Regional District and Consultant.



2. The Regional District has received notification from WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the Contract term.
- 21.5 The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in any Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.
- 21.6 If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.
- 21.7 No payment will be made for materials supplied by the Regional District.

22. SCOPE OF WORK

The scope of work includes:

1. Supply and install force main, isolation valves, restraint blocks, cleanouts, air release valve manhole, check valve manholes and connection to existing sanitary sewer gravity main;
2. Supply and installation of instrumentation vault;
3. Supply and installation of leachate recirculation force main bypass and isolation valve; and
4. Restore roadways, ditching, and landscaping.

23. APPENDICES

The following Appendices are attached to the Invitation to Tender:

- Appendix A – Specifications
- Appendix B – Drawings
- Appendix C – Contract Agreement and General Conditions (Refer to CCDC 4)
- Appendix D – Supplemental General Conditions
- Appendix E – Quitclaim & Release

24. OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.



All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

25. INSURANCE

The Contractor will, at their own expense, provide and maintain the following insurance. Proof that the following insurance is in full force and effect must be supplied to the Regional District in the form of a copy of the Insurance Certificate of the policy prior to commencement of the Work. Each Insurance Certificate of the policy must contain wording to the Regional District's satisfaction that 30 days' notice of cancellation or material change in the terms of the policy shall be given to each insured.

In all policies of insurance called for under this Contract (except automobile insurance on vehicles owned by the Contractor), the Regional District will be named as Additional Insured and all such insurance will contain a provision that the insurance will apply as though a separate policy had been issued to each insured party. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

25.1 Liability Insurance

The Contractor will buy and keep in force at their expense until completion of the Contract Personal Injury and Property Damage Liability Insurance. Such insurance will be in the name of the Contractor and the Regional District, and will include a Cross Liability or Severability of Interest clause. Such insurance will be in a form, and with an insurer, acceptable to the Regional District. Both Personal Injury and Property Damage sections are to provide coverage on an "Occurrence Basis."

The term "Personal Injury" will include:

- (a) Bodily injury, sickness or death resulting therefrom.
- (b) Libel, slander or defamation of character.
- (c) Malicious prosecution.
- (d) Invasion of privacy or wrongful entry.

Exclusions pertaining to the following operations are to be deleted:

- (a) Excavation
- (b) Underpinning or shoring.
- (c) Operations that could cause the accidental pollution or contamination of any property, land, air or water.
- (d) Use of any industrial machine such as a forklift, crane, front-end loader, grader, earth mover or road building machine that is licensed, specially licensed or operating under permit.
- (e) Use of any machinery or equipment such as hydraulic cranes, compressors, lift gates or winches that may be attached to or mounted on a licensed motor vehicle when such use is not insured by any form of automobile insurance specified in this article.



Such insurance will include, by endorsement, contingent employer's liability insurance in the name of the Contractor for the limit specified in this section.

Such insurance will indemnify the Contractor for claims arising out of all premises, operations, and products and for all liability for personal injury or property damage assumed by the Contractor under any Contractor agreement (including this Contract).

Such insurance will be for the following minimum limits:

Personal Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

Such insurance shall contain a clause waiving the insurer's right of subrogation against the Regional District, and its directors, officers and employees.

25.2 Automobile Insurance

The Contractor will buy, and keep in force at their expense until all conditions of the Contract have been fully complied with, a standard automobile policy covering all licensed vehicles owned by them, registered in their name, or leased to them, such insurance will include Liability Insurance for the following minimum limits:

Bodily Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

25.3 Non-Owned Automobile Insurance

The Contractor will buy, and keep in force at their expense until all conditions of the Contract have been fully complied with, a standard non-owned automobile policy.

Bodily Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

25.4 Contractor's Equipment Insurance

The Contractor will buy, and keep in force at their own expense insurance on all equipment owned or rented by the Contractor to its full insurable value.

25.5 Fire Fighting Expenses Insurance

The Contractor will buy, and keep in force at their expense until completion of the Contract, firefighting expense insurance in the amount of Five Hundred Thousand Dollars (\$500,000). Such insurance is to include forestry fire fighting expenses and will be in the name of the Contractor and the Regional District.



ACKNOWLEDGEMENT LETTER

The undersigned has received the Tender Document and requests all amendments and addenda.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Date

We presently intend to _____ provide/ _____ not provide a Tender as requested.

Return immediately to:

Petra Wildauer, General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Telephone: 250-960-4483
Fax: 250-562-8676
Email: pwildauer@rdffg.bc.ca



BIDDER CHECKLIST

Before submitting your tender bid by 2:00 p.m., August 27, 2015, check the following points:

- Was the Acknowledgement Letter submitted? (Page 13) _____
- Was the Tender Form Completed? (Pages 14 to 24) _____
- Was there a representative from your organization at the Mandatory Site Meeting on August 17, 2015? _____
- Is the List of Sub-Contractors completed? (Page 23) _____
- Is the Tenderer's Experience in Similar Work completed? (Page 24) _____
- Is the Tender Form Summary completed? (Page 17) _____
- Is the Schedule of Unit Prices completed? (Page 19) _____
- Is the Schedule of Addition Unit Prices completed? (Page 20) _____
- Is the Preliminary Construction Schedule completed? (Page 21) _____
- Is the Invitation to Tender Form completed? (Page 18) _____
- Are all of the foregoing pages included with Tender? _____
- Are four (4) copies of the Tender submission provided? _____
- Has the Security Deposit requirement been met? _____
- Has proof of Insurance been met? _____

Note: Your proposal may be disqualified if ANY of the applicable foregoing points have not been complied with.

Ensure that the proposal is returned in a **SEALED** envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
- Regional District of Fraser-Fort George
Invitation to Tender ES-15-09
2015 Leachate Management System
Foothills Boulevard Regional Landfill
- Responding Organization's name and address.



TENDER FORM

Date: _____

Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Irrevocable Commercial Letter of Credit, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the work, and having satisfied themselves as to the sufficiency of the Tender the undersigned agrees to furnish all labour, equipment, materials, supervision and services and do all work necessary for and reasonably incidental to the 2015 Leachate For Main at Foothills Boulevard Regional Landfill as specified, in accordance with the contract documents.

The Tenderer agrees that in consideration of having its Tender considered for the unit rate shown on the Schedule of Prices, the Tendered price is open for acceptance within sixty (60) days of the Tender closing and will not be withdrawn during that period of time.

The Tenderer acknowledges and agrees that actual quantities, listed in the Schedule of Prices, involved in carrying out the work may be greater or less than the following estimated quantities in the Tender, and further agrees that it shall have no claim of any kind on account of any loss of anticipated profits for any matter or thing arising from or related, directly or indirectly, to any variation between estimated quantities set forth here and actual quantities as determined by the Engineer.

The Total Tendered price includes all taxes, duties and all other additional charges on any or all materials, equipment and labour, and it is understood that payment will be made for the completion of all work specified in the Contract on the basis of the price Tendered only and that any approved extras or refunds will be made by mutual agreement between the Regional District and the Contractor.

The undersigned agrees that the sub-contractor(s) employed will be as listed and further agrees that no changes or additions will be made to this list without written approval of the Regional District.

If the undersigned be notified in writing of the acceptance of this proposal, they agree that within fourteen (14) days of the date of the acceptance notice they will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

Accompanying this Tender please find our certified cheque, bank draft or money order as the security deposit in the amount of forty thousand dollars (\$40,000).



The undersigned agrees that the Regional District of Fraser-Fort George reserves the right to reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

Signed, Sealed and Delivered by:

Name of Tenderer (Company) and
Corporate Seal

In the presence of:

Signature and Seal of Individual Tenderer
(Seal affixed before Signature)

(Witness to individual Tenderer or authorized
signing officers of Corporate Tender)

Address of Tenderer



TENDER FORM SUMMARY

<u>TENDER FORM SUMMARY</u>	<u>Price (excluding taxes)</u>
(A) <u>Schedule of Prices</u>	\$ _____
(B) <u>Schedule of Additional Unit Prices</u>	\$ _____
<u>TENDER PRICE – EXCLUDING GST</u>	\$ _____
GST as applicable	\$ _____
<u>TOTAL TENDER PRICE – INCLUDING GST</u>	\$ _____



INVITATION TO TENDER FORM

To supply all equipment, labour, materials, supervision and all things necessary for the construction of the 2015 Leachate Management System.

Total Tender Price (A+B) \$_____
Including GST

Contractor: _____
NAME

ADDRESS

CITY

PROVINCE

POSTAL CODE

PHONE NUMBER

SIGNATURE OF AUTHORIZED PERSON

PRINT NAME

TITLE

DATE

Goods and Sales Tax Registration Number _____

WorkSafeBC Registration Number _____



SCHEDULE OF PRICES

<u>DIVISION</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>PRICE (excluding taxes)</u>
Section 01 32 00/1 – Mobilization	L.S.		\$ _____	\$ _____
Section 01 32 00/2 – Start-up	L.S.		\$ _____	\$ _____
Section 01 35 14/1 – Traffic Control Plan	L.S.		\$ _____	\$ _____
Section 01 35 14/2 – Traffic Control	L.S.		\$ _____	\$ _____
Section 1 35 30/1 – Health and Safety Plan	L.S.		\$ _____	\$ _____
Section 01 73 03/1 – Execution	L.S.		\$ _____	\$ _____
Section 01 73 03/2 - Demobilization and Closeout	L.S.		\$ _____	\$ _____
Section 03 30 00/1 – Restraint Block	Per	2	\$ _____	\$ _____
Section 23 11 23/1 – Instrument Vault	L.S.		\$ _____	\$ _____
Section 31 11 00/1 – Clearing and Grubbing	L.S.		\$ _____	\$ _____
Section 33 34 00/1 – Instrumentation Vault Inlet Connection	L.S.		\$ _____	\$ _____
Section 33 34 00/2 – Force Main Isolation Valve	L.S.		\$ _____	\$ _____
Section 33 34 00/3 – Force Main (STA 0+00 to STA 0+41)	L.M.	41	\$ _____	\$ _____
Section 33 34 00/4 – Force Main (STA 0+41 to STA 0+598)		557	\$ _____	\$ _____
Section 33 34 00/5 – Force Main Cleanouts, Type 1	Per	4	\$ _____	\$ _____
Section 33 34 00/6 – Force Main Cleanouts, Type 2	Per	1	\$ _____	\$ _____
Section 33 34 00/7 – Force Main Air Release Valve	L.S.		\$ _____	\$ _____
Section 33 34 00/8 – Force Main Check Valve (STA 0+41)	L.S.		\$ _____	\$ _____
Section 33 34 00/9 – Force Main Check Valve (STA 0+160)	L.S.		\$ _____	\$ _____
Section 33 34 00/10 – Connection to Existing Sanitary Manhole	L.S.		\$ _____	\$ _____
Section 33 34 00/11 – CCTV Force Main Inspection	L.S.		\$ _____	\$ _____
Section 33 34 00/12 – Force Main Hydrostatic Testing	L.S.		\$ _____	\$ _____
<u>TENDER PRICE – EXCLUDING GST</u>				\$ _____
GST as applicable				\$ _____
<u>TOTAL TENDER PRICE – INCLUDING GST</u>				\$ _____



SCHEDULE OF ADDITIONAL UNIT PRICES

<u>DIVISION</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>PRICE (excluding taxes)</u>
Section 31 23 10/1 – Over Excavation	C.M.	100	\$ _____	\$ _____
Section 31 23 11/1 – Additional Imported Fill	C.M.	100	\$ _____	\$ _____
<u>TENDER PRICE – EXCLUDING GST</u>				\$ _____
GST as applicable				\$ _____
<u>TOTAL TENDER PRICE – INCLUDING GST</u>				\$ _____



EXPERIENCE OF SUPERINTENDENT

Name: _____

Experience:

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____



LIST OF SUB-CONTRACTORS

The General Contractor agrees to sub-contract the following parts of the Work to the Sub-Contractor listed for each part. In the General Contractor's opinion, the Sub-Contractors named are reliable and competent to perform that part of the work for which each is listed.

Sub-Contractor's Legal Name	Work to be Performed by Sub-Contractor



TENDERER'S EXPERIENCE IN SIMILAR WORK

Year	Work Performed	Reference Contact (name and phone number)	Value



APPENDIX A
SPECIFICATIONS



APPENDIX B

DRAWINGS



APPENDIX C

CONTRACT AGREEMENT AND GENERAL CONDITIONS

(REFER TO CCDC 4 – 2011)



APPENDIX D

SUPPLEMENTAL GENERAL CONDITIONS



APPENDIX E

QUITCLAIM & RELEASE